

SETTLEMENT AGREEMENT & RELEASE

This Agreement and Release ("the Agreement") is entered into and effective this 14th day of Feb, 2019 ("the Effective Date"), by and between John Nittolo and the Green Township Board of Education ("Board").

WHEREAS, the Board is a body public and corporate, organized and existing by virtue of the laws of the State of New Jersey, N.J.S.A. 18A:11-1; and

WHEREAS, Mr. Nittolo is employed by the Board as Superintendent of Schools and Director of Personnel and Staff Development; and

WHEREAS, the parties agree that the Settlement Agreement and Release is in the best interests of the students and the district; and

WHEREAS, the parties desire to resolve and settle all employment issues between them pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. Consideration.

- a. Mr. Nittolo will remain on a paid administrative leave of absence with benefits (subject to C.78) contribution through May 31, 2019 as provided in the Employment Contract dated November 15, 2017, which is annexed hereto and made a part hereof as Exhibit A.
- b. Mr. Nittolo will be paid for his unused earned vacation days through December 20, 2018 totaling 2.5 days at his per diem rate defined as 1/260 of his current salary in the sum of \$158,967.00. Payment will be made by no later than June 30, 2019.
- c. The Board will not contest unemployment.

The Board agrees not to pursue disciplinary charges resulting from any matters which may have arisen up through the date of this Settlement Agreement and Release.

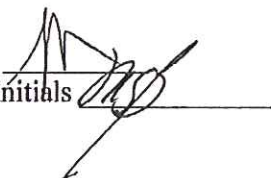
- d. The parties acknowledge that Mr. Nittolo is not entitled to any further consideration, compensation, emoluments of employment or fringe benefits of any kind, following the date of his resignation.
- e. Mr. Nittolo acknowledges that the aforesaid constitutes good and valuable consideration.

J.N. Initials _____
BOE Pres. Initials _____

2. **Resignation:** Mr. Nittolo agrees to sign and submit to the Board, contemporaneous with the execution of this Separation Agreement, an irrevocable letter of resignation in the form attached hereto as **Exhibit "A."** Nittolo's resignation shall have an effective date of midnight May 31, 2019. The Board shall accept Nittolo's letter of resignation simultaneously with the Board's approval of this Separation Agreement. In the event that either the Board or the Commissioner of Education does not approve this Separation Agreement, the Board shall return the signed letter of resignation to Nittolo and all terms of this Separation Agreement shall be null and void, and any action taken by the Board with respect to the letter of resignation shall be null and void. Should Mr. Nittolo secure other TPAF comparable employment commencing before May 31, 2019 he will tender his resignation immediately and the Board's payment obligations set forth in 1(a) will cease once he commences employment in the new position.

3. **Future Employment.** Mr. Nittolo agrees that he will not seek any future employment and/or a consultant relationship with the Board and that the Board has no obligation, contractual or otherwise, to re-hire or re-employ him.

4. **Release.** In exchange for the above consideration, Mr. Nittolo, and his heirs and assigns hereby irrevocably and unconditionally waive, release and forever discharge any claims, rights, demands, judgments, suits, causes of action or liabilities (hereinafter "claims") whether known or unknown, which they have or may have against the Board, personally and officially, individually and collectively, its past and present Board members, officers, administrators, its Superintendent of Schools, agents, employees, attorneys, and their successors, heirs and assigns (hereinafter collectively referred to as "the Board"), including, but not limited to any claims for attorneys' fees, back pay or front pay, any claims for emotional distress or pain and suffering, any claims involving tax liability stemming from this settlement, and any claims arising under any federal, state or local ordinance, regulation or law including, but not limited to, the New Jersey and Federal Constitutions, Title VII of the Civil Rights Acts of 1964 and 1991, Title IX, the Americans with Disabilities Act, the Age Discrimination in Employment Act, The Old Workers Benefit Protection Act, as amended, , the Federal Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Workers' Adjustment and Retraining Notification Act, the New Jersey Law Against Discrimination, the New Jersey Family Leave Act, the New Jersey Conscientious Employee Protection Act, the New Jersey Wage and Hour Law, the Employer-Employee Relations Act, New Jersey Title 18A, 6& 6A (except for Mr. Nittolo's indemnification rights, *infra*), any collective negotiations agreement, any common law claim and any other claims for harassment, sexual harassment, hostile work environment, discrimination or retaliation of any kind, breach of promise, misrepresentation, negligence, fraud, estoppel, defamation, violation of public policy, wrongful or constructive discharge, or any other tort, contractual or quasi-contractual claim which arises directly or indirectly or in any way out of Mr. Nittolo's employment relationship with the Board. Specifically, exempted from the release are any claims for health insurance continuation coverage under and pursuant to

Handwritten initials and signature. The initials "J.N." are written above the signature. The signature is written in cursive and appears to be "BOE Pres. Initials".

Consolidated Omnibus Budget Reconciliation Act (commonly referred to as "COBRA"), worker's compensation claims any rights associated with any pension earned in the Public Employment Retirement System (TPAF), any rights he may have for indemnification by the Board pursuant to N.J.S.A. 18A:16-6 and 6.1, and any rights he may have under the New Jersey Workers' Compensation Law, N.J.S.A. 34:15-1, et seq. In addition, this general release does not preclude Nittolo from suing for enforcement of the terms and conditions of this Separation Agreement, any claim to unemployment benefits as well as any other claims or rights that cannot be waived as a matter of law even if mistakenly identified in this provision.

5. **No Admissions.** This Agreement is entered into solely for the purpose of resolving disputed claims, and neither the execution, delivery, nor performance of this Agreement, nor Mr. Nittolo's resignation, shall constitute or be construed at any time or for any purpose to be an admission of fact or liability by either party to this agreement, and the parties further agree that neither this Agreement and Release nor Mr. Nittolo's resignation shall be used as evidence in any judicial, administrative, or quasi-judicial proceeding, except to enforce the terms of the Agreement.

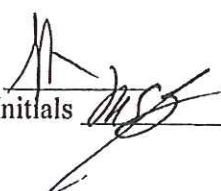

6. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. **Non-Disparagement.** The parties agree that they shall not disparage each other. Mr. Nittolo shall not disparage the Board, the Administration and its employees and he shall also refrain from soliciting or encouraging any third party to disparage the aforesaid parties. No Board member shall disparage Mr. Nittolo, either directly or indirectly or through a third party.

8. **Amendment; Severability; No Waiver.** This Agreement shall not be amended, changed or modified except in a writing signed by all parties. The provisions of this Agreement are severable. If any term or portion thereof of this Agreement shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each remaining term or portion thereof shall be valid and enforced to the fullest extent permitted by law. Any failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision.

9. **Personal Belongings.** Upon his execution of this Agreement, the District will schedule an appointment with Mr. Nittolo's counsel for him to retrieve his personal belongings, if he has not done so already, at a mutually convenient date and time before or after school hours.

10. **District Property.** At the time Mr. Nittolo retrieves his personal belongings he shall immediately be responsible for returning all District property in his possession to the District including, but not limited to computers, computer files, keys, books, musical instruments, flash drives, curriculum and student records.

J.N. Initials 
BOE Pres. Initials 

11. **Authority.** This Agreement is subject to Board approval. If approved, the Board President is fully authorized to execute this Agreement on behalf of the Board.

12. **DOE Approval:** Pursuant to N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2, this Separation Agreement will be submitted to the Commissioner of Education for review, and the Separation Agreement is contingent upon the Commissioner's approval.

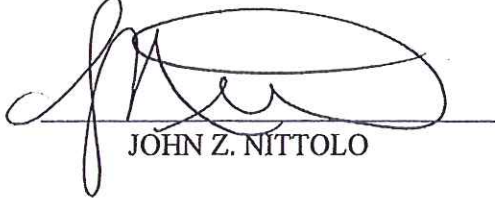
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matters herein, and supersedes and integrates any and all prior representations, negotiations, discussions, understandings and agreements, whether oral or written. Each party acknowledges that neither the other party, nor any agent or attorney of the other party, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Agreement to induce it to execute this Agreement.

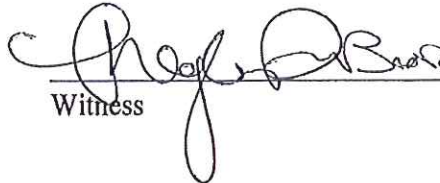
14. **Construction.** The terms of this Agreement are not to be construed against any one party but are to be construed as if all parties prepared it equally.

15. **Law Governing.** This Agreement is governed by the laws of New Jersey.

16. **Assent to Terms.** Mr. Nittolo hereby acknowledges that he signed this Settlement & Release with a full understanding of his rights and that he was fully informed of the implications of this agreement by his counsel,. He also signs this Settlement & Release without duress and of his own free will and volition and acknowledges that he was given the opportunity to fully consider this Settlement & Release for twenty-one (21) days and was given seven (7) days from the execution of this document to revoke this Agreement by delivering written notification to Board Counsel, Marc H. Zitomer, Esq., 220 Park Avenue, Florham Park, New Jersey 07932.

IN WITNESS WHEREOF, the parties have executed this agreement consisting of four (4) pages as of the effective date.


JOHN Z. NITTOLO


Witness

Dated: 2-14-19

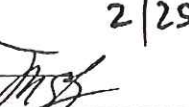
Dated: 2-14-19

GREEN TOWNSHIP BOARD OF EDUCATION

By: 
MARIE BILIK, BD. PRES.


Witness

J.N. Initials 

BOE Pres. Initials 

2/25/19

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2-25-19

EXHIBIT B

John Z. Nittolo

May 31, 2019

Board of Education Members
Green Township Board of Education
Post Office Box 14
Greendell, New Jersey 07839

Re: Letter of Resignation

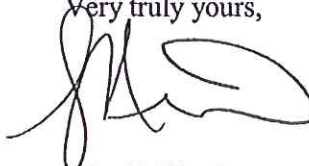
Dear Board Members:

I hereby submit my irrevocable resignation from the position of Superintendent of Schools with the Green Township Board of Education, effective midnight on May 31, 2019.

This resignation is expressly conditioned upon the Board's compliance and valid approval with the terms of the parties' Separation Agreement and the General Releases dated Feb 14, 2019, contained therein, and its approval by the Commissioner of Education.

This resignation is of no force and effect, even if accepted, unless said Separation Agreement and General Releases contained therein which I have executed are fully performed by the Board. In the event that either the Board or the Commissioner of Education does not approve this Separation Agreement, the Board shall return the signed letter of resignation to Mr. Nittolo, and all terms of this Separation Agreement and General Release shall be null and void, and any action taken by the Board with respect to the letter of resignation shall be null and void.

Very truly yours,

A handwritten signature in black ink, appearing to be 'J. Nittolo', written over a horizontal line.

John Z. Nittolo